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CJL
7/24/14
FILED
Superior Court of California
County of Los Angeles

OCT 13 2016
Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

8 **SUPERIOR COURT OF CALIFORNIA**
 9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 ROSEMBERG PAVON,

11 Plaintiff,

12 vs.

13 BAYERISCHE MOTOREN WERKE AG
 14 (BMW); BMW OF NORTH AMERICA,
 15 LLC; CONTINENTAL AG;
 16 CONTINENTAL AUTOMOTIVE
 17 SYSTEMS, INC.; CONTI TEMIC
 18 MICROELECTRONIC GmbH; ROBERT
 19 BOSCH GmbH (BOSCH); ROBERT
 20 BOSCH LLC; ZF-TRW AUTOMOTIVE,
 21 INC.; ZF FRIEDERICHSHAFEN AG;
 22 TRW OCCUPANT RESTRAINT
 23 SYSTEMS GmbH; AUTOLIV ASP, INC.;
 24 AUTOLIV SAFETY TECHNOLOGY,
 25 INC.; AUTOLIV GmbH; DOE
 26 CALIFORNIA AUTO DEALER1; DOE
 27 CALIFORNIA AUTO DEALER 2; DOE
 28 CALIFORNIA REPAIR FACILITY; and
 DOES 1 to 100, inclusive,

Defendants.

BC 6 3 7 2 3 4
CASE NO.

Assigned for All Purposes to:
Judge
Department

**COMPLAINT FOR DAMAGES FOR
BODILY INJURY AND PUNITIVE
DAMAGES:**

1. Strict Product Liability
2. Negligent Product Liability
3. Negligence

AND DEMAND FOR JURY TRIAL

Filed Date:

RECEIPT #: CCH465980047
 DATE PAID: 10/13/16 10:53 AM
 PAYMENT: \$1,000.00 310
 RECEIVED: CHECK: \$1,000.00
 CARD: CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

RECEIPT #: CCH465980046
 DATE PAID: 10/13/16 10:52 AM
 PAYMENT: \$35.00 310
 RECEIVED: CHECK: \$435.00
 CARD: CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

25 COMES NOW, Plaintiff ROSEMBERG PAVON, to allege causes of action against
 26 Defendants as follows:

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1 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 1. On July 6, 2015, at approximately 2:00 p.m., on Anaheim Street in the city of
3 Wilmington, County of Los Angeles, State of California, plaintiff ROSEMBERG PAVON was
4 driving a 1999 BMW 328i, vehicle identification no. WBAAM5336XKG05716, California
5 license plate no. 5MYW878 (hereinafter referred to as the "SUBJECT VEHICLE"). Plaintiff
6 had brought the SUBJECT VEHICLE to a stop at an intersection. When the light for his
7 direction of travel turned green, he proceeded forward from his stop. Suddenly, without known
8 provocation or incident other than the acceleration to move the SUBJECT VEHICLE forward,
9 the side air bags in the SUBJECT VEHICLE deployed, causing Plaintiff the injuries which are
10 the subject matter of this action. This series of events ending with the inadvertent deployment
11 of the side air bags and Plaintiff's injuries is hereinafter referred to as the "SUBJECT
12 INCIDENT".

13 2. Plaintiff ROSEMBERG PAVON is, and at all relevant times was, a resident of
14 the City of Long Beach, County of Los Angeles, and State of California.

15 3. At all times relevant, Defendant BAYERISCHE MOTOREN WERKE AG
16 (hereinafter referred to as "BMW") was and is a foreign limited liability company, with its
17 principal place of business in Bavaria, Germany. At all times relevant, BMW was conducting
18 business with the intent for the international distribution and sale of its products, including the
19 SUBJECT VEHICLE, into the United States and the State of California.

20 4. Defendant BMW OF NORTH AMERICA, LLC is a limited liability company
21 business entity of unknown nature, organized and existing under the laws of the State of
22 Delaware, with its primary place of business in the State of New Jersey, and, at all times
23 relevant, was present in and was qualified to and was doing business in the State of California.

24 5. Plaintiff has information and belief and, based thereon, alleges that Defendant
25 CONTINENTAL AG is a corporation organized and existing under the laws of Germany, and,
26 at all times relevant, was conducting business with the intent for the international distribution
27 and sale of its products, including one or more of the component parts and systems which it
28 designed, tested, manufactured, and sold for intended inclusion in the SUBJECT VEHICLE,

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1 with the understanding and intention that its products would be distributed into the United
2 States and the State of California.

3 6. Plaintiff has information and belief and, based thereon, alleges that Defendant
4 CONTINENTAL AUTOMOTIVE SYSTEMS, INC. is a corporation organized and existing
5 under the laws of the State of Delaware, and with its principal place of business in the State of
6 South Carolina. At all times relevant, Defendant was present in and was qualified to and was
7 doing business in the State of California.

8 7. Plaintiff has information and belief and, based thereon, alleges that Defendant
9 CONTI TEMIC MICROELECTRONIC GmbH is a private limited liability company
10 organized and existing under the laws of Germany, and, at all times relevant, was conducting
11 business with the intent for the international distribution and sale of its products, including one
12 or more of the side airbag control modules, central and satellite sensors, component hardware
13 and software, and other component parts and systems which it designed, tested, manufactured,
14 and sold for intended inclusion in the SUBJECT VEHICLE, with the understanding and
15 intention that its products would be distributed into the United States and the State of
16 California.

17 8. At all times relevant, Defendant ROBERT BOSCH GmbH (hereinafter referred
18 to as "BOSCH") was and is a foreign private limited liability company, with its principal place
19 of business in Germany. At all times relevant, Defendant was conducting business with the intent
20 for the international distribution and sale of its products, including one or more of the component
21 parts or systems, including hardware, sensors, control modules and other component systems
22 and parts designed and intended for inclusion in the SUBJECT VEHICLE, with the
23 understanding and intention that its products would be distributed into the United States and the
24 State of California to the United States and the State of California.

25 9. Defendant ROBERT BOSCH LLC is a limited liability company organized and
26 existing under the laws of the under the laws of the State of Delaware, and with its principal
27 place of business in the State of Illinois. At all times relevant, Defendant was and, at all times
28 relevant, was present in and was qualified to and was doing business in the State of California.

1 10. Plaintiff has information and belief and, based thereon, alleges that Defendant
2 ZF FRIEDERICHSHAFEN AG is a corporation organized and existing under the laws of
3 Germany, and, at all times relevant, was conducting business with the intent for the
4 international distribution and sale of its products, including one or more of the component
5 systems and parts specifically designed and intended for inclusion in the SUBJECT VEHICLE,
6 with the understanding and intention that its products would be distributed into the United
7 States and the State of California into the United States and the State of California.

8 11. Plaintiff has information and belief and, based thereon, alleges that Defendant
9 ZF-TRW AUTOMOTIVE, INC. is a corporation organized and existing under the laws of the
10 State of Delaware, with its principal place of business in the State of Michigan. At all times
11 relevant, Defendant was present in, qualified, and doing business in the State of California,
12 including the pursuit of its business of the international distribution and sale of the products
13 which it designed, manufactured, sold, and distributed, including one or more of the
14 component systems and parts included in the SUBJECT VEHICLE, with the understanding
15 and intention that its products would be distributed into the United States and the State of
16 California into the United States and the State of California.

17 12. Plaintiff has information and belief and, based thereon, alleges that Defendant
18 TRW OCCUPANT RESTRAINT SYSTEMS GmbH is a private limited liability company
19 organized and existing under the laws of Germany, and, at all times relevant, was conducting
20 business with the intent of the international distribution and sale of the products which it
21 designed, manufactured, sold, and distributed, including the Head Protection System and other
22 component systems and parts designed for and intended for inclusion in the SUBJECT
23 VEHICLE, with the understanding and intention that its products would be distributed into the
24 United States and the State of California.

25 13. Defendant AUTOLIV ASP, INC. is a business entity of unknown nature,
26 organized and existing under the laws of the State of Indiana with its principal place of
27 business in Utah. At all times relevant, Defendant was present in and was qualified to and was
28 doing business in the State of California.

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1 14. Plaintiff has information and belief and, based thereon, alleges that Defendant
2 AUTOLIV SAFETY TECHNOLOGY, INC. is a corporation organized and existing under the
3 laws of the State of Delaware; with its principal place of business in the State of Michigan. At
4 all times relevant, Defendant was present in, and was qualified to and was doing business in
5 the State of California.

6 15. Plaintiff has information and belief and, based thereon, alleges that Defendant
7 AUTOLIV GmbH is a private limited liability company organized and existing under the laws
8 of Germany, and, at all times relevant, Defendant was acting in pursuit of its business of the
9 international distribution and sale of the products which it designed, manufactured, sold, and
10 distributed, including one or more of the component systems and parts included in the
11 SUBJECT VEHICLE, with the understanding and intention that its products would be
12 distributed into the United States and the State of California into the United States and the
13 State of California.

14 16. Plaintiff is ignorant of the true names and capacities of the Defendants sued
15 herein as DOE CALIFORNIA AUTO DEALER 1, DOE CALIFORNIA AUTO DEALER 2,
16 DOE CALIFORNIA REPAIR FACILITY, and DOES 1 to 100, inclusive, and therefore sue
17 these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the
18 true names and capacities when that information is ascertained. Plaintiff is informed and
19 believes and, based on that information and belief, alleges that each such fictitiously named
20 Defendant is legally responsible in some manner for the occurrences alleged herein, and that
21 the damages suffered as a result of the injuries suffered by Plaintiff were proximately caused
22 by each such Defendant's actions.

23 17. Plaintiff is informed and believes and, based on this information and belief,
24 alleges that Defendants, and each of them, were the agents, servants and employees of their
25 Co-Defendants, and in doing the things herein alleged were acting within the course, scope,
26 purpose, and authority of such agency and employment with the full knowledge, permission
27 and consent of each of their co-Defendants.

28 18. At all relevant times, each DOE Defendant was, and is, engaged in the business

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1 of manufacturing, fabricating, designing, compounding, assembling, distributing, selling,
2 inspecting, servicing, repairing, merchandising, marketing, warranting, selling, retailing, and
3 advertising the SUBJECT VEHICLE, including but not limited to the entire SUBJECT
4 VEHICLE and its component parts and systems.

5 19. At the time and place of the SUBJECT INCIDENT, the SUBJECT VEHICLE
6 was in a dangerous and defective condition because of a defect caused by the design,
7 manufacture, testing, engineering, assembly, inspection, distribution, sale, repair, renovation,
8 or other work regarding or with the SUBJECT VEHICLE by the Defendants, and each of them.

9 20. As a legal result of the SUBJECT INCIDENT, the dangerous and defective
10 nature of the SUBJECT PRODUCT, and/or the conduct of the Defendants, and each of them,
11 Plaintiff was injured in his health, strength, and activities, and sustained serious personal
12 injury, and as a legal result of those injuries, incurred the expense of medical, nursing, and
13 other treatment and care for those injuries and conditions, has lost past wages and the ability to
14 earn from employment both past and future, and has suffered other economic and special
15 damages in an amount which exceeds the minimum jurisdictional amount of this court,
16 according to proof at trial.

17 21. As a legal result of the SUBJECT INCIDENT, the dangerous and defective
18 nature of the SUBJECT PRODUCT, and/or the conduct of the Defendants, and each of them,
19 Plaintiff was injured in his health, strength, and activities, and sustained injury to his body and
20 shock and injury to his nerves and nervous system, all of which have caused and continue to
21 cause him great mental, physical and emotional pain and suffering, disfigurement, permanent
22 partial and total disability, physical impairment, loss of enjoyment of life, and other general
23 damages. Plaintiff is informed and believes, and thereupon alleges, that his injuries will result
24 in permanent injury and disability all to his general "non-economic" damage in an amount not
25 presently ascertained, but in excess of the minimum jurisdictional amount of the "unlimited
26 jurisdiction" division of this court.

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FIRST CAUSE OF ACTION

**(Strict Products Liability against Defendants BAYERISCHE MOTOREN WERKE AG;
BMW OF NORTH AMERICA, LLC; CONTINENTAL AG; CONTINENTAL
AUTOMOTIVE SYSTEMS, INC.; CONTI TEMIC MICROELECTRONIC GmbH;
ROBERT BOSCH GmbH; ROBERT BOSCH LLC; ZF-TRW AUTOMOTIVE, INC.;
ZF FRIEDERICHSHAFEN AG; TRW OCCUPANT RESTRAINT SYSTEMS GmbH;
AUTOLIV ASP, INC.; AUTOLIV SAFETY TECHNOLOGY, INC.; AUTOLIV GmbH;
DOE CALIFORNIA AUTO DEALER 1; and DOES 1 to 50, inclusive)**

9 22. Plaintiffs re-allege and incorporate by reference each of paragraphs 1 through 21
10 above, as though fully set forth herein.

11 23: Defendants, and each of them, and each of them, designed, tested, engineered,
12 manufactured, assembled, distributed, advertised, marketed, and/or sold the SUBJECT
13 VEHICLE.

14 24. Defendants, and each of them, knew that the SUBJECT VEHICLE was to be
15 purchased and used without inspection for defects by the users of that vehicle, including but not
16 limited to the DECEDENT.

17 25. The SUBJECT VEHICLE and all its component parts and/or aftermarket parts
18 and/or installation guides mentioned were manufactured, designed, assembled, packaged, tested,
19 fabricated, analyzed, inspected, merchandised, marketed, distributed, labeled, advertised,
20 promoted, sold, supplied, leased, rented, repaired, modified, aftermarket modified, adjusted,
21 selected, and used with inherent vices and defects both in design and manufacturing and by
22 failure to warn (hereinafter the “SUBJECT DEFECTS”), which made it dangerous, hazardous
23 and unsafe both for its intended use or for reasonably foreseeable misuses.

24 26. Defendants, and each of them, designed, tested, assembled, manufactured,
25 supplied, marketed, promoted, sold, distributed, and/or put into the stream of commerce the
26 SUBJECT VEHICLE, and its component systems and parts, in a defective and unreasonably
27 dangerous condition.

28 | 27. The manufacture and/or design of the SUBJECT VEHICLE is defective for the

1 following reasons which allowed and promoted and caused the side airbag system's inadvertent
2 release and deployment in the SUBJECT VEHICLE, including but not limited to the door-
3 mounted thorax airbags, the Head Protection System, the central electronic safing sensor and
4 diagnostic system, electronic control units, left and right satellite impact sensors, central and
5 distributed software, and associated wiring. This defect included but is not limited to the
6 following:

7 (1) Inadequate central and satellite sensor design, intercommunication, numbers and
8 locations: Defendants used fewer sensors than necessary, cheap sensors, inadequately designed
9 sensors, and/or sensors designed for other uses, which led to defects that caused or contributed
10 to the state in which the system sensed the condition to deploy the side airbags when that
11 deployment should not have been required or needed. Defendants failed to adequately test the
12 numbers, calibration, and location of sensors in foreseeable crash scenarios, which also resulted
13 in the dangerously defective sensors systems;

14 (2) A system unduly sensitive to non-crash movements with an insignificant vertical
15 or longitudinal component, which would cause the side airbag and Head Protective System to
16 activate;

17 (3) Defectively designed sensing and diagnostic module (MRS), which improperly
18 signaled the deployment of the side air bags in the SUBJECT INCIDENT;

19 (4) Defectively designed deployment software and hardware, including the ignition
20 systems, bag expansion systems, and their component parts; and

21 (5) Inferior Algorithms: The software sub-routines used to interpret the combination
22 of position, movement, acceleration, deceleration, steering inputs, and impact sensors, were
23 inadequate algorithms and caused the MRS and other control modules to deploy the side air bags
24 at a time and under conditions which were inadvertent or not meeting the design specifications,
25 such as the SUBJECT INCIDENT.

26 28. Defendants, and each of them, had pre-sale knowledge of these dangerous
27 conditions and failed to warn the Plaintiff, and the owners and operators and other users of any
28 such BMW 328i like the SUBJECT VEHICLE.

1 29. Defendants, and each of them, failed to make necessary modifications to the
2 design of the SUBJECT VEHICLE and its component systems and parts after receiving notice
3 that the design of the SUBJECT VEHICLE was defective and unreasonably dangerous.

4 30. Defendants, and each of them, failed to adequately warn and instruct the Plaintiff
5 and other users of the SUBJECT VEHICLE and similar vehicles regarding the hazards, risks,
6 and dangers of the SUBJECT VEHICLE at any time before the SUBJECT INCIDENT.

7 31. Defendants, and each of them, failed to adequately and fully recall and repair any
8 and all vehicles with the aforementioned air-bag system that would inadvertently deploy.

9 32. The SUBJECT VEHICLE and each of its component parts and/or aftermarket
10 parts and/or installation guides were unsafe for their intended use and reasonably foreseeable
11 misuses by reason of defects in its design and/or manufacturing and/or failure to warn by
12 Defendants, and each of them, in that when said SUBJECT VEHICLE and each of its component
13 parts and/or aftermarket parts and/or installation guides were used by Plaintiff at the time of the
14 SUBJECT INCIDENT, as intended or in a reasonable foreseeable manner, said SUBJECT
15 VEHICLE, during reasonably foreseeable driving maneuvers, was dangerous in failing to
16 provide adequate protection to any driver of the vehicle, unprotected by a properly functioning
17 seat-belt restraint system and a properly functioning airbag.

18 33. Defendants, and each of them, misrepresented the purported safety of the
19 SUBJECT VEHICLE when they knew or reasonably should have known of the SUBJECT
20 DEFECTS, with the intent to induce consumers to buy and use the SUBJECT VEHICLE.

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SECOND CAUSE OF ACTION

**(Negligent Products Liability against Defendants BAYERISCHE MOTOREN
WERKE AG; BMW OF NORTH AMERICA, LLC; CONTINENTAL AG;
CONTINENTAL AUTOMOTIVE SYSTEMS, INC.; CONTI TEMIC
MICROELECTRONIC GmbH; ROBERT BOSCH GmbH; ROBERT BOSCH LLC;
ZF-TRW AUTOMOTIVE, INC.; ZF FRIEDERICHSHAFEN AG; TRW OCCUPANT
RESTRAINT SYSTEMS GmbH; AUTOLIV ASP, INC.; AUTOLIV SAFETY
TECHNOLOGY, INC.; AUTOLIV GmbH; DOE CALIFORNIA AUTO DEALER1; and
DOES 1 to 50, inclusive)**

34. Plaintiffs incorporate, repeats, and re-allege each and every allegation in paragraphs 1 through 21 above and incorporate the same by reference as though set forth herein.

35. At all times mentioned, Defendants, and each of them, had a duty to properly manufacture, design, assemble, package, test, fabricate, analyze, inspect, merchandise, market, distribute, label, advertise, promote, sell, provide adequate warnings about, supply, lease, rent, warn, select, inspect, and repair the SUBJECT VEHICLE and each of its component parts and/or aftermarket parts and/or installation guides.

36. At all times mentioned, Defendants, and each of them knew or, in exercising reasonable care, should have known that the SUBJECT VEHICLE was not properly manufactured, designed, assembled, packaged, tested, fabricated, analyzed, inspected, merchandised, marketed, distributed, labeled, advertised, promoted, or sold, and that it provided inadequate warnings and/or no warnings for the use and purpose for which it was intended because it was likely to injure severely the person(s) who used said vehicle.

37. Defendants, and each of them, negligently and carelessly manufactured, designed, assembled, packaged, tested, fabricated, analyzed, inspected, merchandised, marketed, modified, distributed, labeled, advertised, promoted, sold, supplied, leased, rented, repaired, serviced, maintained, selected, and provided inadequate warnings for the use and purpose for which the SUBJECT VEHICLE was intended because it was likely to severely injure the person(s) who used said vehicle for the purpose for which it was intended and driven as

1 recommended or during a misuse by a member of the public, including the driver of the
2 SUBJECT VEHICLE, reasonably foreseeable by Defendants, and each of them. In particular,
3 said SUBJECT VEHICLE, during a reasonably foreseeable accident sequence, including but not
4 limited to a frontal impact, was dangerous and defective because such frontal impact was likely
5 to cause increased and substantial injuries to the driver, including but not limited to fatal injuries.

6 38. As a direct and proximate result of the negligence, carelessness, and unlawful
7 conduct of Defendants, and each of them, the defects inherent in the vehicle, including the above-
8 stated SUBJECT DEFECTS, caused Plaintiff's serious bodily injuries, resulting in Plaintiff's
9 special and general damages as set forth above and in a sum over the minimum subject-matter
10 jurisdiction of this Superior Court according to proof at trial.

11 39. At the time of the design, manufacture, assembly, distribution, and sale of the
12 SUBJECT VEHICLE, Defendants, and each of them, knew or should have known about the
13 likelihood and severity of potential harm from the SUBJECT VEHICLE and the comparatively
14 small burden of taking safety measures to reduce or avoid this harm.

15 40. The SUBJECT DEFECTS in the SUBJECT VEHICLE were compounded by the
16 failure of Defendants, and each of them, to provide adequate instruction or warning of potential
17 safety hazards created by these defects, including but not limited to any occupant's increased
18 risk of injury during a frontal-impact collision.

19 41. The SUBJECT VEHICLE was also defective because it did not perform as safely
20 as an ordinary consumer would have expected it to perform when used or misused in an intended
21 or reasonably foreseeable way, including but not limited to when it was involved in a frontal
22 impact with another motor vehicle.

23 42. The SUBJECT VEHICLE, because of the SUBJECT DEFECTS, had potential
24 risks known to or knowable by Defendants, and each of them, inclusive, in light of the knowledge
25 generally accepted in the automotive industry at the time of the manufacture, distribution, and
26 sale of the SUBJECT VEHICLE.

27 43. The potential risks created by the SUBJECT DEFECTS presented a substantial
28 danger when the SUBJECT VEHICLE was used or misused in an intended or reasonably

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1 foreseeable way, including but not limited to when the vehicle unintentionally comes into contact
 2 with an improperly and slowly driven vehicle unlawfully failing to yield the right of way.
 3 Ordinary consumers would not have recognized the potential risks created by the SUBJECT
 4 DEFECTS. Defendants, and each of them, failed to adequately warn or instruct of the potential
 5 risks created by the SUBJECT DEFECTS. The lack of sufficient instructions or warnings was a
 6 substantial factor in causing DECEDENT's fatal injuries.

7 44. As a direct and legal result of the negligence, carelessness, and unlawful conduct
 8 of Defendants, and each of them, and the defects inherent in the SUBJECT VEHICLE, these
 9 defendants legally caused Plaintiff's serious personal injuries in the SUBJECT INCIDENT, in
 10 turn legally resulting in Plaintiff's damages as set forth herein.

THIRD CAUSE OF ACTION

(Negligence in the Compliance with Recall against All Defendants)

12 45. Plaintiffs incorporate by reference as though fully set forth herein, paragraphs 1
 13 through 21, inclusive.

14 46. At several times over the seventeen years since the manufacture, distribution, and
 15 sale of the SUBJECT VEHICLE, Defendants, and each of them, were involved in the design,
 16 implementation, engineering, manufacturing, inspection, installation, repair, and all other steps
 17 necessary to competently comply with the mandated RECALL of the Vehicles which shared the
 18 side air bag system that is found in the SUBJECT VEHICLE and the repair and replacement of
 19 the SUBJECT DEFECTS so that the vehicles would be safe for the user of the vehicles, including
 20 the SUBJECT VEHICLE. Because of that Recall and their knowledge of the SUBJECT
 21 DEFECT, Defendants, and each of them, had the duty to perform their part of this process with
 22 the standard of care necessary to protect the users of the vehicles.

23 47. At all times before the date of the SUBJECT INCIDENT, Defendants and each
 24 of them negligently, carelessly, recklessly, willfully, wantonly, and tortiously failed, refused,
 25 and negligently performed the tasks necessary to design, implement, and perform the repairs
 26 necessary to meet the demand of the Recall to negate the effects of the SUBJECT DEFECTS.

27 48. As a legal result of the negligence of the Defendants, and each of them, and the

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1 unrepaired and unfixed condition of the known SUBJECT DEFECT in the SUBJECT
 2 VEHICLE, the SUBJECT INCIDENT occurred and Plaintiff suffered serious and severe bodily
 3 injuries, which have caused and continue to cause Plaintiff's great mental and emotional pain
 4 and suffering, loss of enjoyment of life, and other special and general damages as alleged herein.

5 **ALLEGATIONS IN SUPPORT OF CLAIM FOR**

6 **EXEMPLARY AND PUNITIVE DAMAGES AGAINST ALL DEFENDANTS**

7 49. Plaintiff incorporates by reference, as though fully set forth herein, paragraphs 1
 8 through 48, above.

9 50. Plaintiff is further informed and believes and alleges thereon that Defendants, and
 10 each of them, intentionally and/or willfully engaged in conduct which, with respect to the defects
 11 described herein, Plaintiff alleges were the legal cause of his losses, damages, injuries and harm,
 12 exposed Plaintiff and other users of the SUBJECT VEHICLE to serious potential danger known
 13 to the defendants in order to advance the defendants' pecuniary interests and thus acted with a
 14 conscious disregard for the safety of the Plaintiff and other users of the SUBJECT VEHICLE,
 15 warranting an award of exemplary damages against defendants, pursuant to *Civil Code* §
 16 3294(c)(1), and the rule enunciated in *Ford Motor Co. v. Home Ins. Co.* (1981) 116 Cal.
 17 App.3d 374, 381-382, *PPG Industries, Inc. v. Transamerica Ins. Co.* 16 (1999) 20 Cal.4th 310,
 18 and *Dawes v. Superior Court (Mardian)* (1980) 111 Cal.App.3d 82, 89. The facts supporting the
 19 defendants' intentional and/or willful conduct which exposed Plaintiff and other users of the
 20 SUBJECT VEHICLE to serious potential danger known to the defendants in order to advance
 21 the defendants' pecuniary interests, are on information and belief, as follows.

22 51. Defendants manufactured and designed SUBJECT VEHICLE's side air bag
 23 systems and parts in a defective and grossly and severely negligent manner. Before the
 24 production of most of the Model Year 1999 vehicles, including the SUBJECT VEHICLE,
 25 Defendant BAYERISCHE MOTOREN WERKE AG and BMW OF NORTH AMERICA, LLC,
 26 and the manufacturers of the component parts and systems of the side air bag system, knew and
 27 had notice of the defects in the side air bag system and its component parts that had been
 28 incorporated into the design and manufacture of the 3-Series vehicles as a result of pre-

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1 production testing and driving experience. Despite this knowledge, these defendants proceeding
2 with manufacturing the vehicles including the defective system and components rather than
3 delaying the production of these vehicles so that they could find and implement changes which
4 corrected the defects.

5 52. Defendants, and each of them, failed to timely notify consumers and regulatory
6 bodies about the existence and extent of the defect. When they did give the statutorily required
7 notification of the defect, and the contribution of that defect to accidents and injuries and the
8 foreseeable heightened risk of accidents and injuries, they did not reveal all that they knew. As
9 a result, an incomplete recall of affected was issued – not covering all of the affected vehicles
10 and not providing for a complete fix of the defect.

11 53. At the time of the recall, Defendants, and each of them, implemented a repair of
12 the defect which was inadequate, incomplete, and insufficient to correct the effects of the
13 defective system and parts. The proposed repair was approved only because it gave the
14 appearance of having addressed the defects in the side airbag systems, but did not competently
15 and completely remove or correct the defect because Defendants wanted to save themselves
16 money. They chose to increase the risk of injury to users of the 3-Series vehicles, to make
17 enhanced injury probable in case of accidents, rather than spend the money which would have
18 allowed them to implement a full, complete, proper, and competent repair of the defect.

19 54. Over time, Defendants, and each of them, knew about the ongoing nature of the
20 defect and the inadequacy of the repairs that they had implemented, but they failed to further
21 notify owners and users of the continuing nature of the defect, failed and refused to notify
22 regulatory bodies about these defects, and failed to adequately, competently, completely, and
23 correctly find and determine the nature of the defect, to correct the defect, or to find a solution
24 that would reduce or minimize the dangerous effect of the defect.

25 55. Defendants, and each of them, in the design of the system, found that there were
26 errors and defects in their design of the system or in the implementation of the system. Despite
27 their knowledge and notice of the defects, and despite their knowledge that they were creating
28 an enhanced risk of injury to the owners and occupants of the 3-Series vehicles, Defendants

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1 decided to and did incorporate this known defective system with known defective component
2 parts and software into the relevant 3-Series vehicles, did not inform owners of the cars about
3 the existence of these defects, did not make an impartial disclosure of the defects to the public,
4 the United States federal government,, or any other regulatory body, despite their duty to make
5 such a full and impartial disclosure.

6 56. The actions of defendants, as described above, were thus undertaken with a
7 willful and conscious disregard for the rights and safety of consumers and users of defendants'
8 vehicles, including the SUBJECT VEHICLE, in order to advance the pecuniary gains of the
9 defendants and each of them, and were despicable because such aforesaid conduct would and
10 does injure and kill people, including but not limited to Plaintiff, during the course of the
11 SUBJECT INCIDENT.

12 57. Plaintiff further alleges that the conduct of the defendants was undertaken with
13 the result that the SUBJECT VEHICLE's ultimate unrepaired and un-acknowledged defects in
14 its design and production were fully intended by the defendants to reside therein. Plaintiff is
15 informed and believes that the decisions made by the defendants and each of them to design and
16 manufacture the SUBJECT VEHICLE with its defective side airbag restraint system components
17 and installation, all in the defective and dangerous manner as alleged herein, were made by
18 corporate management of the defendants and each of them, by the product of corporate policy,
19 in that such major and strategic design and manufacturing decisions, by virtue of the corporate
20 structure of the defendants and each of them, could be made only at the level of corporate
21 management, as the product of corporate policy, given the substantial capitalization requirements
22 and risks associated with such high level design and manufacturing decisions, across an entire
23 vehicle platform line for the SUBJECT VEHICLE, such that they were and are the product of
24 the entire corporate management and corporate policy of the defendants with respect to the
25 conscious, willful and disregard of public safety for defendants' pecuniary gain regarding the
26 design, manufacture, production, marketing and sale of the SUBJECT VEHICLE.

27 58. As a result of this conduct, Defendants, and each of them, created a product which
28 unreasonably and dangerously increased the risk of injury, such that they made the risk of injury

10/13/2016

1 to users of the SUBJECT VEHICLE, and others, as probable. As a result, this conduct meets the
2 definition of "despicable conduct" which exposes Defendants, and each of them, to punishment
3 through the imposition of punitive damages.

4 59. As a direct and proximate result of the aforementioned conduct of defendants, an
5 award of exemplary and punitive damages against Defendants, and each of them is proper and
6 appropriate to punish said defendants and to deter such conduct in the future.

7 WHEREFORE, Plaintiff prays judgment against defendants and each of them, as
8 follows:

- 9 1. For special and economic damages, including medical expenses and loss of past
10 and future earnings and earning capacity, according to proof at trial;
- 11 2. For general damages, including damages for emotional distress and suffering;
- 12 3. For prejudgment interest, as determined by and accrued according to applicable
13 statutes;
- 14 4. For exemplary and punitive damages in an amount sufficient to punish and make
15 an example of the Defendants;
- 16 5. For costs of suit incurred; and

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10/13/2016

1 6. For any other and further relief the Court deems just and proper.

2 DATED: October 4, 2016

BISNAR|CHASE

3

4 By:

5 BRIAN D CHASE, Esq.
H. GAVIN LONG, Esq.
6 Attorneys for Plaintiff

7

DEMAND FOR JURY TRIAL

8

Plaintiff hereby demands a trial by jury.

9 DATED: October 11, 2016

BISNAR|CHASE

10

11 By:

12 BRIAN D CHASE, Esq.
H. GAVIN LONG, Esq.
13 Attorneys for Plaintiff

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10/13/2016

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Brian D. Chase, Esq. (SBN 164109)
H. Gavin Long, Esq. (SBN 204034)
BISNAR|CHASE
1301 Dove St., Suite 120
Newport Beach, CA 92660
TELEPHONE NO.: 949/752-2999 FAX NO.: 949/752-2777
ATTORNEY FOR (Name): Rosemberg Pavon

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles

OCT 13 2016

Sherri R. Carter, Executive Officer/Clerk
By _____ Deputy
Shaunya Bolden

CC 637234

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill St.
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012-3117
BRANCH NAME: Central District

CASE NAME: Pavon v. BMW, et al.

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER:
<input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded (Amount demanded is exceeds \$25,000) \$25,000 or less)		<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
			JUDGE:
			DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort	Contract	Provisionally Complex Civil Litigation
<input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<input type="checkbox"/> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Real Property	Enforcement of Judgment
<input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort	Unlawful Detainer	Miscellaneous Civil Complaint
<input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment	Judicial Review	Miscellaneous Civil Petition
<input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Three

5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 11, 2016

H. Gavin Long, Esq.

(W)

(TYPE OR PRINT NAME)

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property

Damage/Wrongful Death

Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)

Asbestos Property Damage

Asbestos Personal Injury/
Wrongful DeathProduct Liability (*not asbestos or toxic/environmental*) (24)

Medical Malpractice (45)

Medical Malpractice—

Physicians & Surgeons

Other Professional Health Care
Malpractice

Other PI/PD/WD (23)

Premises Liability (*e.g., slip and fall*)Intentional Bodily Injury/PD/WD
(*e.g., assault, vandalism*)Intentional Infliction of
Emotional DistressNegligent Infliction of
Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) TortBusiness Tort/Unfair Business
Practice (07)Civil Rights (*e.g., discrimination,
false arrest*) (*not civil
harassment*) (08)Defamation (*e.g., slander, libel*)
(13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice
(*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

Contract

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (*not unlawful detainer
or wrongful eviction*)

Contract/Warranty Breach—Seller

Plaintiff (*not fraud or negligence*)Negligent Breach of Contract/
WarrantyOther Breach of Contract/Warranty
Collections (*e.g., money owed, open
book accounts*) (09)

Collection Case—Seller Plaintiff

Other Promissory Note/Collections
CaseInsurance Coverage (*not provisionally
complex*) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

Real PropertyEminent Domain/Inverse
Condemnation (14)

Wrongful Eviction (33)

Other Real Property (*e.g., quiet title*) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (*not eminent
domain, landlord/tenant, or
foreclosure*)**Unlawful Detainer**

Commercial (31)

Residential (32)

Drugs (38) (*if the case involves illegal
drugs, check this item; otherwise,
report as Commercial or Residential*)**Judicial Review**

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ—Administrative Mandamus

Writ—Mandamus on Limited Court
Case MatterWrit—Other Limited Court Case
Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal—Labor

Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal.
Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(*arising from provisionally complex
case type listed above*) (41)**Enforcement of Judgment**

Enforcement of Judgment (20)

Abstract of Judgment (Out of
County)Confession of Judgment (*non-
domestic relations*)

Sister State Judgment

Administrative Agency Award
(*not unpaid taxes*)Petition/Certification of Entry of
Judgment on Unpaid TaxesOther Enforcement of Judgment
Case**Miscellaneous Civil Complaint**

RICO (27)

Other Complaint (*not specified
above*) (42)

Declaratory Relief Only

Injunctive Relief Only (*non-
harassment*)

Mechanics Lien

Other Commercial Complaint
Case (*non-tort/non-complex*)Other Civil Complaint
(*non-tort/non-complex*)**Miscellaneous Civil Petition**Partnership and Corporate
Governance (21)Other Petition (*not specified
above*) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult
Abuse

Election Contest

Petition for Name Change

Petition for Relief from Late
Claim

Other Civil Petition

BC 6 37 234

SHORT TITLE: Pavon v. BMW, et al.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input checked="" type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

91073 Damages/Wrongful Death Tort

SHORT TITLE: Pavon v. BMW, et al.		CASE NUMBER																																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; background-color: #cccccc;">A Civil Case Cover Sheet Category No.</th> <th style="text-align: center; background-color: #cccccc;">B Type of Action (Check only one)</th> <th style="text-align: center; background-color: #cccccc;">C Applicable Reasons - See Step 3 Above</th> </tr> </thead> <tbody> <tr> <td>Business Tort (07)</td> <td><input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)</td> <td>1, 2, 3</td> </tr> <tr> <td>Civil Rights (08)</td> <td><input type="checkbox"/> A6005 Civil Rights/Discrimination</td> <td>1, 2, 3</td> </tr> <tr> <td>Defamation (13)</td> <td><input type="checkbox"/> A6010 Defamation (slander/libel)</td> <td>1, 2, 3</td> </tr> <tr> <td>Fraud (16)</td> <td><input type="checkbox"/> A6013 Fraud (no contract)</td> <td>1, 2, 3</td> </tr> <tr> <td>Professional Negligence (25)</td> <td><input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)</td> <td>1, 2, 3 1, 2, 3</td> </tr> <tr> <td>Other (35)</td> <td><input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort</td> <td>1, 2, 3</td> </tr> <tr> <td>Wrongful Termination (36)</td> <td><input type="checkbox"/> A6037 Wrongful Termination</td> <td>1, 2, 3</td> </tr> <tr> <td>Other Employment (15)</td> <td><input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals</td> <td>1, 2, 3 10</td> </tr> <tr> <td>Breach of Contract/ Warranty (06) (not insurance)</td> <td><input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)</td> <td>2, 5 2, 5 1, 2, 5 1, 2, 5</td> </tr> <tr> <td>Collections (09)</td> <td><input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)</td> <td>5, 6, 11 5, 11 5, 6, 11</td> </tr> <tr> <td>Insurance Coverage (18)</td> <td><input type="checkbox"/> A6015 Insurance Coverage (not complex)</td> <td>1, 2, 5, 8</td> </tr> <tr> <td>Other Contract (37)</td> <td><input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)</td> <td>1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9</td> </tr> <tr> <td>Eminent Domain/Inverse Condemnation (14)</td> <td><input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____</td> <td>2, 6</td> </tr> <tr> <td>Wrongful Eviction (33)</td> <td><input type="checkbox"/> A6023 Wrongful Eviction Case</td> <td>2, 6</td> </tr> <tr> <td>Other Real Property (26)</td> <td><input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)</td> <td>2, 6 2, 6 2, 6</td> </tr> <tr> <td>Unlawful Detainer-Commercial (31)</td> <td><input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)</td> <td>6, 11</td> </tr> <tr> <td>Unlawful Detainer-Residential (32)</td> <td><input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)</td> <td>6, 11</td> </tr> <tr> <td>Unlawful Detainer-Post-Foreclosure (34)</td> <td><input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure</td> <td>2, 6, 11</td> </tr> <tr> <td>Unlawful Detainer-Drugs (38)</td> <td><input type="checkbox"/> A6022 Unlawful Detainer-Drugs</td> <td>2, 6, 11</td> </tr> </tbody> </table>			A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - 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Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11																																																												
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11																																																												
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11																																																												

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A Civil Case Cover Sheet Category No.		B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Provisionally Complex Litigation	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Enforcement of Judgment	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Miscellaneous Civil Complaints	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9
Miscellaneous Civil Petitions	9107 Civil Petitions		

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CASE NUMBER

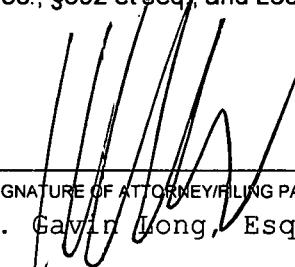
Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON:		ADDRESS: Anaheim Street	
<input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input checked="" type="checkbox"/> 11.			
CITY:	STATE:	ZIP CODE:	
Wilmington	CA	90744	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 10/10/16

(SIGNATURE OF ATTORNEY/FILING PARTY)
H. Gavin Wong, Esq.



PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

10/13/2016